

45 MISC05

CENIFAX MANAGEMENT
SERVICES, INC.

CENIFAX



Lake County
Data Processing Agency
2293 North Main Street
Crown Point, Indiana 46307

219.755.3635
Fax: 219.755.3258

TO: Lake County Commissioners

FROM: Mark Pearman, Cenifax Executive Director
Lake County Data Processing

DATE: October 16, 2006

REGARDING: Purchase of IDOX and DOXTEX Software

Please find attached the contract between Manatron, Inc. and the Lake County Commissioners for the purchase of IDOX sales disclosure software and ~~DOXTEX~~ personal property software and the associated hardware.

The purchase of this software and hardware will assist Lake County in its efforts to meet the Indiana Department of Local Government Finance compliancy standards.

If you have any questions or concerns, please feel free to contact me, at 755-3649.

**SCHEDULES FOR MASTER AGREEMENT FOR LICENSED
SOFTWARE, HARDWARE AND SERVICES**

The attached Schedules Numbered IN2003.031.10 are made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2003.031 between Manatron, Inc. and the undersigned Customer (the "Agreement").

By and Between	And
MANATRON, INC. 510 E. Milham Avenue Portage, Michigan 49002 ("Manatron")	LAKE COUNTY, INDIANA 2293 North Main Street Crown Point, Indiana 46307 ("Customer")
Attention: <u>Matthew Henry, Contract Administrator</u> Telephone No.: <u>(866) 471-2900 ext. 130</u> Fax No.: <u>(269) 567-2930</u> E-mail Address: <u>matt.henry@manatron.com</u>	Attention: <u>Mark Pearman</u> Telephone No.: _____ Fax No.: _____ E-mail Address: _____

The parties have executed these Schedules as of the dates set forth below their respective signatures.

MANATRON, INC.

By: Randall Rest
(Signature)
Its: C. O. B
RP (Title)
Date: 10-10-2006
Witnessed: Orlando Shin
(Signature)
Date: 10-10-06

LAKE COUNTY, INDIANA

By: Lucence Duley
(Signature)
Its: Commissioner
(Title)
Date: 10-18-06
By: Gary Schuch
(Signature)
Its: Commissioner
(Title)
Date: 10-18-06
By: Bonnie Alf
(Signature)
Its: Commissioner
(Title)
Date: 10-18-06
Witnessed: _____
Date: _____

SIGNATURE PAGE

Date: October 9, 2006 T.L.

HARDWARE SCHEDULE FOR LAKE COUNTY, INDIANA

Schedule No. IN2003.031.10 to the Master Agreement for Licensed Software, Hardware and Services.

This Schedule is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2003.031 between Manatron, Inc. and the undersigned Customer (the "Agreement").

HARDWARE				
Equipment Description	QTY	Unit Price	Total Price	Comments
Canon DR5010C Scanner & Cable	8	\$ 3,519.00	\$ 28,152.00	
Canon DR7580C Scanner & Cable	4	\$ 5,543.00	\$ 22,172.00	
PowerEdge 2850 2U Rackmount	1	\$ 11,666.00	\$ 11,666.00	
Symbol Bar Code Scanner	25	\$ 222.00	\$ 5,550.00	
Total Hardware Fees:				\$ 67,540.00

All quoted fees for Hardware are valid for 60 days from the date of this Schedule.

CUSTOMER MAY BE REQUIRED TO PROVIDE ON-SITE ASSISTANCE VIA TELEPHONE FOR REMEDIAL HARDWARE AND/OR SOFTWARE MAINTENANCE.

TERM OF HARDWARE SCHEDULE: This Schedule shall expire upon the later of the (i) receipt and payment of the Hardware as specified above or (ii) expiration of the Hardware warranty (if applicable).

Date: October 9, 2006 T.L.

THIRD-PARTY SOFTWARE SCHEDULE FOR LAKE COUNTY, INDIANA

Schedule No. IN2003.031.10 to the Master Agreement for Licensed Software, Hardware and Services.

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THIRD-PARTY SOFTWARE				
SOFTWARE DESCRIPTION	QTY	Unit Price	Total Price	Comments
Scope Server	1	\$ 25,300.00	\$ 25,300.00	
iDox - Sales Disclosure				
SDF-Sales Disclosure - DOXTEK	1	\$ 48,070.00	\$ 48,070.00	
Sales Disclosure Township/Trustee License (Full Access)	1	\$ 22,770.00	\$ 22,770.00	
iDox - Personal Property				
Personal Property Module Full	1	\$ 60,720.00	\$ 60,720.00	
Personal Property Township/Trustee License (Full Access)	1	\$ 48,070.00	\$ 48,070.00	
Scanning Software				
5K Scanning SW Bundle	8	\$ 1,853.63	\$ 14,829.00	
25K Kofax Ascent Capture	4	\$ 5,075.00	\$ 20,300.00	
Total Third-Party Software Fees:				\$ 240,059.00

All quoted fees for Third-Party Software are valid for 60 days from the date of this Schedule.

TERM OF THIRD-PARTY SOFTWARE SCHEDULE: This Schedule shall expire upon the completion of the installation of the Third-Party Software and the payment of all fees as specified in this Schedule.

Date: October 9, 2006 T.L.

MAINTENANCE AND SUPPORT SERVICES SCHEDULE FOR LAKE COUNTY, INDIANA

Schedule No. IN2003.031.10 to the Master Agreement for Licensed Software, Hardware and Services.

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HARDWARE MAINTENANCE SERVICES			
Hardware Product	Qty	Annual Price	Comments
Canon DR5010C Scanner & Cable	1	\$ 4,996.00	
Canon DR7580C Scanner & Cable	1	\$ 8,488.00	
PowerEdge 2850 2U Rackmount	1	\$ 750.00	
Symbol Bar Code Scanner	1	*	
Total Hardware Maintenance Fees:			\$ 14,234.00

*Has Manufacturer Warranty Only.

HARDWARE MAINTENANCE: Manatron will be the primary interface through direct communications with vendors, manufacturers and service providers of the Hardware. As part of first-level support, Manatron shall diagnose errors or problems reported by Customer. If the errors or problems are determined by Manatron to be related to the Hardware, Manatron shall contact the appropriate service to provide for the Hardware and to provide assistance in connection with the resolution of the error or problem.

CUSTOMER MAY BE REQUIRED TO PROVIDE ON-SITE ASSISTANCE VIA TELEPHONE FOR REMEDIAL HARDWARE AND/OR SOFTWARE MAINTENANCE.

DELAYED BILLING FEES: If Customer is billed on a monthly or quarterly basis for Hardware Maintenance Fees, Customer shall pay Manatron an annual delayed billing fee equal to the greatest of 5% of the total Hardware Maintenance Fees or Three Hundred Dollars (\$300.00). The delayed billing fee may be paid in equal monthly installments.

SOFTWARE SUPPORT SERVICES			
Software Product	Qty	Annual Price	Comments
Scope Server	1	\$ 7,590.00	
iDox - Sales Disclosure			
SDF-Sales Disclosure - DOXTEK	1	\$ 14,421.00	
Sales Disclosure Township/Trustee License (Full Access)	1	\$ 6,831.00	
iDox - Personal Property			
Personal Property Module Full	1	\$ 18,216.00	
Personal Property Township/Trustee License (Full Access)	1	\$ 14,421.00	
Scanning Software			
5K Scanning SW Bundle	8	\$ 1,800.00	
25K Kofax Ascent Capture	4	\$ 2,970.00	
Total Software Support Services Fees:			\$ 66,249.00

CUSTOMER MAY BE REQUIRED TO PROVIDE ON-SITE ASSISTANCE VIA TELEPHONE FOR REMEDIAL HARDWARE AND/OR SOFTWARE MAINTENANCE OR SUPPORT.

THIRD-PARTY SOFTWARE SUPPORT: Manatron will be the primary interface through direct communications with vendors, manufacturers and service providers of the Third-Party Software. As part of first-level support, Manatron shall diagnose errors or problems reported by Customer. If the errors or problems are determined by Manatron to be related to the Third-Party Software, Manatron shall contact the appropriate service to provide for the Third-Party Software and to provide assistance in connection with the resolution of the error or problem.

TERM OF SUPPORT SERVICES SCHEDULE: Support Services shall commence on the first of the month next following Installation and shall continue for an initial period of thirty-six (36) months. This Schedule shall renew automatically for additional terms of twelve (12) months unless either party provides the other written notice of termination ninety (90) days prior to the expiration date of the initial term or any subsequent twelve-month term. If Support Services are discontinued by Customer or terminated for any period, and Customer desires to reinstate such services, Customer shall pay all annual support fees in arrears, in addition to the then-current annual support fee.

DELAYED BILLING FEES: If Customer is billed on a monthly or quarterly basis for Software Support Services Fees, Customer shall pay Manatron an annual delayed billing fee equal to the greatest of 5% of the total Software Support Services or Three Hundred Dollars (\$300.00). The delayed billing fee may be paid in equal monthly installments.

Date: October 9, 2006 T.L.

PROFESSIONAL SERVICES SCHEDULE FOR LAKE COUNTY, INDIANA

Schedule No. IN2003.031.10 to the Master Agreement for Licensed Software, Hardware and Services.

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PROFESSIONAL SERVICES						
GENERAL DESCRIPTION OF SERVICES	Model Number	Days/QTY	Unit Price	Total Price	Office	Estimated Completion Date
Equipment Install/Setup	INSHW	2	\$ 1,000.00	\$ 2,000.00		TBD
Software Installation	INSAPP	2	\$ 1,000.00	\$ 2,000.00		TBD
Conversion - DoxTek Personal Property Conversion	CONV	1	\$ 9,350.00	\$ 9,350.00		TBD
Data Conversion Services for Parcel # Format						TBD
Total Professional Services Fees:					\$ 13,350.00	

TERM OF PROFESSIONAL SERVICES SCHEDULE:

Conversion

Manatron will provide conversion services to "move" all current data from the County's present system to the new system. All data must be delivered in Manatron's prescribed format. If not delivered to Manatron in prescribed format then conversion will be billed at the then current rate in effect plus travel related expenses. Only Manatron application software data will be converted. Data maintained in any third party software product (Fasport, word processing, spreadsheet, etc.) will be re-entered by the Customer.

CABLING/NETWORKING - Not included in contract

The County has the following options:

1. Manatron will provide a certified subcontractor on-site.
2. County is responsible for cabling networking or hiring a certified subcontractor

CONSULTATION/TRAINING SERVICES				
DESCRIPTION	Model Number	Days/QTY	Total Price	Office
Sales Disclosure Training	TRNG	5.00	\$ 5,000.00	
Personal Property Training	TRNG	5.00	\$ 5,000.00	
Total Consultation/Training Services Fees:			\$ 10,000.00	

All Professional & Consultation/Training Services Fees are quoted at the current rate and are subject to increase without notice.

PROFESSIONAL & CONSULTATION/TRAINING SERVICES PAYMENT TERMS: Professional & Consultation/Training services fees are due and payable after Manatron performs such service in accordance with Manatron's invoice(s) that shall be sent to the Customer. Customer is responsible for all travel-related expenses associated with Manatron's Professional & consulting/training services.

ADDITIONAL PROFESSIONAL CONSULTATION/TRAINING SERVICES PAYMENT TERMS: Manatron shall provide professional & training services to Customer in the amounts identified above. Any additional Professional or Training days requested by Customer shall be billed, as used, at the rate in effect at the time of service. Customer is responsible for all travel-related expenses associated with Manatron's Professional & consulting/training services.

GENERAL PROVISIONS:

- (1) Customer shall provide a suitable room or space where training can be conducted in an uninterrupted manner;
- (2) All Customer personnel to be trained should have adequate job coverage to ensure uninterrupted training sessions;
- (3) Up to six hours of training are included in a "full day" of training;
- (4) Customer acknowledges the importance of receiving the training provided herein and shall use all commercially reasonable efforts to ensure that said training is fully completed;
- (5) Manatron recommends one (1) person per PC/Terminal; and
- (6) Class size not to exceed twelve (12) trainees.

Date: October 9, 2006 T.L.

SUMMARY SCHEDULE FOR LAKE COUNTY, INDIANA

Schedule No. IN2003.031.10

ONE TIME FEES	
DESCRIPTION	Total Price
HARDWARE	\$ 67,540.00
THIRD-PARTY SOFTWARE	\$ 240,059.00
PROFESSIONAL SERVICES (Billed as Used)	\$ 23,350.00
Total One Time Fees - Plus Freight:	\$ 330,949.00

Payment Terms for One Time Fees: Manatron will invoice 100% of the Hardware and Third Party Software upon receipt by Customer. Manatron shall invoice 25% of the Software on agreement execution (signing), 60% on the Installation Date and 15% on Acceptance, in accordance with Section 8.1 of the Master Agreement, except for those instances in which the total Software amount is less than \$10,000, in which case said amount shall be invoiced 100% on installation. Professional Services fees are due and payable after Manatron performs such service in accordance with Manatron's invoice(s) that shall be sent to the Customer. Customer is responsible for all travel-related expenses associated with Manatron's consulting/training services. The fees set forth in this Agreement do not include any amounts for taxes. Unless Customer provides Manatron with proof of exemption therefrom, Customer shall pay all applicable taxes levied by any tax authority based upon this Agreement, the Software, Hardware and/or any Professional Services performed by Manatron, excluding any taxes based upon Manatron's income.

It shall be Customer's sole obligation to challenge the applicability of any tax. If Customer shall become subject to tax at any time following the execution of this Agreement, Manatron shall have the right to assess the tax liability applicable under this Agreement to Customer and Customer agrees to pay Manatron for such tax liability within thirty (30) days after receiving written notice of such tax liability from Manatron.

ONGOING FEES	
DESCRIPTION	Total Price
HARDWARE MAINTENANCE SERVICES	\$ 14,234.00
SOFTWARE SUPPORT SERVICES	\$ 66,249.00
Total Ongoing Fees:	\$ 80,483.00

Payment Terms: Hardware Maintenance Services shall be invoiced annually, in advance, commencing on the first day of the month next following the date of Hardware installation or the commencement of Hardware Maintenance Services; whichever is earlier. If Manatron utilizes a third-party equipment maintenance services provider, Manatron shall be entitled to change any price charged to Customer for Hardware maintenance services upon thirty (30) days prior (to the next invoicing cycle) written notice in order to pass through to the Customer any price increases or decreases which the Hardware maintenance services provider may from time to time make. Manatron shall be entitled to increase any price charged to Customer for Hardware maintenance services provided by Manatron upon thirty (30) days prior written notice to Customer, no more than once every twelve (12) month period under this Agreement.

Payment Terms: Software Support: Support fees are due and payable in advance of each annual term and subject to increases as defined in section 8.2 of the Master Agreement.

Date: October 9, 2006 T.L.